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REMARKS

Claims 1-52 are currently pending in the subject application and are presently under consideration. Favorable reconsideration of the subject patent application is respectfully requested in view of the comments herein.

**I. Rejection of Claims 1-5, 7-15, 17-23, 25-36, 38-43, and 45-52 Under 35 U.S.C.**

**§102(b)**

Claims 1-5, 7-15, 17-23, 25-36, 38-43, and 45-52 stand rejected under 35 U.S.C. §102(b) as being anticipated by Srinivasan (U.S. 5,548,506). Withdrawal of this rejection is respectfully requested for at least the following reasons. Srinivasan does not describe, teach, or suggest each and every element set forth in the subject claims.

For a prior art reference to anticipate, 35 U.S.C. §102 requires that "each and every element as set forth in the claim is found, either expressly or inherently described, in a single prior art reference." *In re Robertson*, 169 F.3d 743, 745, 49 USPQ2d 1949, 1950 (Fed. Cir. 1999) (quoting *Verdegaal Bros., Inc. v. Union Oil Co.*, 814 F.2d 628, 631, 2 USPQ2d 1051, 1053 (Fed. Cir. 1987)).

In general, the present invention relates to methods that process/execute actions within at least one transaction of one or more schedules. By way of example, in one instance methods are provided that include initiating an action of a schedule, comparing a latency attribute of the action with a latency threshold, and selectively storing (dehydrating) a schedule state to a storage medium based on the comparison. In another instance, the methods include recognizing a transaction boundary or determining an action and/or transaction state, and selectively compensating the action or transaction according to a compensation parameter associated with the action or transaction and based on a failure or abort of another action or transaction within the schedule.

Independent claims 1, 11, 30 and 32 recite *initiating an action*, wherein the preamble gives life and meaning to the claims by denoting that this action resides *within a schedule*; *comparing a latency attribute of the action with a latency threshold*; and *selectively storing* data associated with the schedule in a storage medium *based on the comparison*. Srinivasan does not teach or suggest such aspects. Rather, Srinivasan is directed to an Auto Multi-Project

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Server System that automates project task management for organizational work-group team members. (See Abstract). Such automation includes repeating the following steps: compiling multi-project plans into a multi-project database and tracking project ownership, tasks and plan resources; checking resource requests and re-allocating resources to projects based on priorities, if needed, wherein project plans are changed accordingly; periodically processing the database to send out reminders and project status reports; and continuously updating the database based on status changes reported by work-group members. (See Abstract).

In the Final Office Action (dated February 13, 2004), it is asserted that task start and end times are disclosed in Srinivasan, such times are task time attributes that are compared against a reminder window, and such attributes and reminder window “satisfy the term ‘latency’ because they are present and have the potential to cause action with every task, but are normally inactive.” (See Final Office action, p.3, ¶1). The Examiner references column 2, lines 60-67, column 3, lines 5-18, column 5, lines 45-51, column 6, lines 3-15, and column 7, lines 15-21 and 55-61 of Srinivasan to support this assertion. However, these sections of Srinivasan do not disclose such assertions. At most, column 2, lines 60-67 disclose an auto project-server that “automatically computes task completion/start *dates* and triggers messages based on data mailed to it.” (Emphasis added). Likewise, column 3, lines 5-18, column 5, lines 45-51, and column 7, lines 15-21 disclose computed *dates*, such as week-ends and holidays, and not start and end times, and column 6, lines 3-15 do not even contemplate such dates. Column 7, lines 55-61 disclose an “environment file ... to indicate ... default reminder frequency and default reminder window.” However, this section of Srinivasan, as well as remaining sections, does not disclose any comparison between a time attribute and the reminder window. Since Srinivasan does not disclose start and end times or a comparison between such times and a reminder window, this assertion is unfounded.

Moreover, and as provided in the previous Reply, the specification of the subject application explicitly defines a *latency attribute* to represent the *expected or estimated time* (e.g., 5 hours) a corresponding action will take to complete. (See application, p.10, ll.15-27). The Examiner is reminded “an applicant may be his or her own lexicographer as long as the meaning assigned to the term is not repugnant to the term’s well known usage” (MPEP §2111.01; *In re Hill*, 161 F.2d 367, 73 USPQ 482 (CCPA 1947)) and “where an explicit

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definition is provided by the applicant for a term, that definition will control interpretation of the term as it is used in the claim" (MPEP §2106. *See Markman v. Westview Instruments*, 52 F.3d 967, 980, 34 USPQ2d 1321, 1330 (Fed. Cir.) (en banc), *aff'd*, U.S. , 116 S. Ct. 1384 (1996) (Office personnel must rely on the applicant's disclosure to properly determine the meaning of terms used in the claims.)). Thus, not only is the Examiner's assertion unfounded due to lack of support in Srinivasan, but the alleged comparison does not satisfy the definition of latency, as recited in the subject claims.

In the subject Final Office Action, it is further asserted that Srinivasan discloses *initiating an action of a schedule* and *selectively storing* data associated with the schedule *based on a latency comparison*. For the former assertion, the Examiner references column 2, lines 60-67, column 3, lines 20-32, column 5, lines 20-40 and 53-64, column 6, lines 4-9, column 7, lines 60-67 and column 8, lines 5-15 of Srinivasan as support. However, these sections of Srinivasan do not describe, teach or suggest the invention as claimed; none of these sections contemplate initiating actions residing in a schedule as recited in the subject claims. Rather, these sections are directed to continuous auto monitoring of project tasks, including building a project task database, computing start and end dates, updating tasks, re-allocating task resources, generating reports, and sending reminders. For the latter assertion, the Examiner references column 3, lines 20-32, column 5, lines 19-40, 45-50 and 62-63, column 6, lines 4-17, and column 7, lines 1-4 and 55-67 of Srinivasan as support. Similarly, none of these sections of Srinivasan describe, teach or suggest selective storage of schedule data based on a latency comparison. These section generally relate to building the project database at a centralized location and updating projects in the database.

Independent claims 40 and 46 recite *recognizing a transaction boundary* and *selectively compensating a first action* within a schedule *based on the transaction boundary and a compensating parameter based on an abortion of a second action*. Srinivasan does not describe, teach or suggest such limitations. As noted *supra*, Srinivasan discloses a system that automates project task management for organizational work-group team members. Such system, as disclosed, does not recognize transaction boundaries or compensate actions of schedules based at least upon aborted actions of schedules, as recited in the subject claims.

In the Final Office Action, it is contended that Srinivasan teaches, "compensating a first

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action based upon abortion of a second action.” (See Final Office Action, p.4, ¶2). The Examiner states the “first action is compensated when a second action ends by updating the time element for the first action, the cost of the first action, etc. in order to ensure that the overall project ends in time on budget, etc.” (See Final Office Action, p.4, ¶2). The Examiner references various sections of Srinivasan to support such contention. However, the referenced sections of Srinivasan do not disclose compensating a first action in a schedule, wherein the compensation is based on a parameter related to an abortion of a second action residing within a schedule, as recited in the subject claims. Instead, these sections of Srinivasan are drawn to re-allocating resources across project tasks according to priorities, re-computing project task end dates, re-creating the project database, and informing project group members of project inter-dependencies. In addition, the Examiner’s utilization of the term “abort” is not consonant with the dictionary meaning of the term “abort.” The Examiner states an abortion occurs “when a second action ends.” (See Final Office Action, p.4, ¶2). However, the dictionary definition of “abort” is “to terminate prematurely” or “to stop in the early stages.” (See <http://www.meriam-webster.com/>). Srinivasan does not contemplate premature or early termination of an action of a schedule, for example, prior to an action of a schedule completing execution. Moreover, Srinivasan is silent regarding recognizing transaction boundaries and utilizing such boundaries to facilitate selectively compensating the first action within a schedule based on a compensating parameter related to an abortion of a second action within a schedule.

Independent claims 51 and 52 recite determining action and transaction states and a relationship between the action and transaction based on a transaction boundary and compensating an operation when the states of the action and transaction are related and have aborted. As discussed *supra*, Srinivasan is not concerned with and does not disclose or teach methods relating to actions of schedules, transaction boundaries between actions and transactions, or selectively compensating such actions based on aborted actions of schedules, and the sections of Srinivasan referenced by the Examiner do not support this rejection. It appears the Examiner, in order to make Srinivasan fit, attempts to improperly define aspects of the claimed invention and utilize arbitrary references to disparate sections of Srinivasan, taken out of context, rather than provide art that discloses each and every element as recited in the subject claims. For example, the Examiner incorrectly defines the term “task” as taught by Srinivasan to

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be synonymous with an action of a schedule as recited in the subject claims and the term "operation" as taught by Srinivasan to be synonymous with a transaction of a schedule as recited in the subject claims, although there is no support for either within Srinivasan. As noted *supra*, Srinivasan discloses a system that automates project management for organizational work-group team members and does not recognize transaction boundaries or compensate actions of schedules based on aborted actions of schedules, as recited in the subject claims.

In view of the foregoing, it is readily apparent that Srinivasan does not anticipate the subject claims. Therefore, it is respectfully requested that the rejection of claims 1-5, 7-15, 17-23, 25-36, 38-43, and 45-52 be withdrawn.

**II. Rejection of Claims 6, 16, 24, 37, and 44 Under 35 U.S.C. §103(a)**

Claims 6, 16, 24, 37, and 44 stand rejected under 35 U.S.C. §103(a) as being unpatentable over Srinivasan (U.S. 5,548,506). It is respectfully submitted that this rejection should be withdrawn for at least the following reasons. Claims 6, 16, 24, 37, and 44 depend from claims 1, 11, 30 and 40, which are allowable for at least the reasons stated above. By virtue of their dependency, these claims contain all the limitations of their respective independent claims. Accordingly, claims 6, 16, 24, 37, and 44 are allowable for at least the same reasons as claims 1, 11, 30 and 40. Hence, this rejection should be withdrawn.

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CONCLUSION

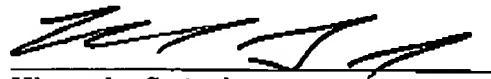
The present application is believed to be in condition for allowance in view of the above comments. A prompt action to such end is earnestly solicited.

In the event any fees are due in connection with this document, the Commissioner is authorized to charge those fees to Deposit Account No. 50-1063.

Should the Examiner believe a telephone interview would be helpful to expedite favorable prosecution, the Examiner is invited to contact applicants' undersigned representative at the telephone number below.

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